

MUTUAL NON-DISCLOSURE AGREEMENT

Project: _____

Titoma Design Ltd.

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Email: case.engelen@titoma.com

Company:

Tel:
Email:

This Mutual Non-Disclosure Agreement (this "Agreement") is made between the two parties named above, each of which may disclose and receive confidential information. It takes effect on the date of the last signature below (the "Effective Date").

1. Purpose. The parties wish to exchange confidential information so they can evaluate a possible business relationship concerning the project or subject named above, and, if they decide to go ahead, carry out that project (the "Purpose").

2. Confidential Information. "Confidential Information" means non-public information that one party (the "Discloser") makes available to the other (the "Recipient") in connection with the Purpose, in any form, whether or not marked as confidential. It includes product plans, demonstrations and samples, hardware and software designs, specifications, drawings, manufacturing processes, tooling, costs and pricing, business plans, customer and supplier information, and research and development. It also covers information disclosed for the Purpose before the Effective Date.

3. Use and protection. The Recipient will use Confidential Information only for the Purpose, will not disclose it except as allowed in Section 4, and will protect it with at least the same care it applies to its own confidential information, and in no case less than reasonable care. No license or other right to the Confidential Information is granted, and all right, title and interest in it remains with the Discloser.

4. Permitted disclosure. The Recipient may disclose Confidential Information to its group companies, employees, contractors, manufacturing partners and professional advisors who need it for the Purpose and who are bound by confidentiality obligations at least as protective as this Agreement. The Recipient stays responsible for their compliance. The parties acknowledge that Titoma carries out design, sourcing and production work through its group companies and manufacturing subcontractors in Taiwan, Hong Kong, China and Colombia.

5. Copies, return and destruction. The Recipient may copy Confidential Information only as needed for the Purpose. At the Discloser's written request, the Recipient will return or destroy it and confirm this in writing. The Recipient may keep one archive copy for legal and compliance purposes, and copies held in routine automated backups, which stay subject to this Agreement until deleted.

6. Exceptions. These obligations do not apply to information that: (a) is or becomes public through no fault of the Recipient; (b) the Recipient already knew, as shown by its written records; (c) the Recipient receives from a third party that is free to disclose it; (d) the Recipient develops independently without using the Confidential Information; or (e) the Discloser has approved in writing for release.

7. Disclosure required by law. The Recipient may disclose Confidential Information where required by law, regulation, or an order of a court or government authority. Where it is legally allowed to do so, it will notify the Discloser first so the Discloser can seek protective treatment, and will disclose only what is required.

8. Term. Either party may end this Agreement by giving 30 days' written notice. The obligations of confidentiality and limited use continue for each item of Confidential Information for five years from the date it was disclosed, and for as long as the information qualifies as a trade secret under applicable law.

9. No hiring of each other's people. While this Agreement is in force and for two years afterwards, neither party will solicit for employment or hire any employee or contractor of the other party who was involved in the Purpose, without the other party's written consent. General recruitment advertising that is not targeted at those people is allowed, as is hiring someone who responds to it on their own initiative.

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10. No warranty. Confidential Information is provided as is. Neither party warrants its accuracy or completeness, and neither is liable to the other for any decision made in reliance on it. Each party will nevertheless use reasonable efforts to be accurate and will not knowingly provide false or misleading information.

11. Export control. Each party will comply with all applicable export control and sanctions laws and will not export or re-export Confidential Information in breach of them.

12. No obligation to proceed. This Agreement does not oblige either party to disclose anything, to enter into any further agreement, or to proceed with the Purpose. Any project between the parties will be governed by a separate written agreement.

13. Remedies. Damages alone may not be an adequate remedy for breach of this Agreement, so each party may seek injunctive or other equitable relief in addition to any other remedy available. In any dispute arising out of this Agreement, the prevailing party is entitled to recover its reasonable legal fees and costs.

14. Governing law and disputes. This Agreement is governed by the laws of Hong Kong, without regard to its conflict of laws rules. Any dispute arising out of or in connection with this Agreement will be finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under its Administered Arbitration Rules in force at the time, seated in Hong Kong, before one arbitrator, in English. Either party may still apply to any court of competent jurisdiction for urgent interim or injunctive relief.

15. General. This Agreement is the entire agreement between the parties on this subject and replaces any earlier understanding about it. It can be changed only in writing signed by both parties. If any provision is held invalid or unenforceable, the rest stays in full force. Neither party may assign this Agreement without the other's written consent, except to a successor of the business it relates to. This Agreement binds each party's successors and permitted assigns. It may be signed in counterparts and by electronic signature, each of which counts as an original.

For Titoma Design Ltd.

For:

Signature:



Name: Case Engelen

Title: Chairman

Date:

Signature:

Name:

Title:

Date:

Please complete, sign, and email back to your Titoma contact.